

ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ	222
ಸದಸ್ಯರ ಹೆಸರು	ಶ್ರೀ ರಘುನಾಥ್ ರಾವ್ ಮಲ್ಕಾಪೂರೆ (ವಿಧಾನ ಸಭೆಯಿಂದ ಚುನಾಯಿತರಾದವರು)
ಉತ್ತರಿಸಬೇಕಾದ ದಿನಾಂಕ	22.09.2020.
ಉತ್ತರಿಸುವ ಸಚಿವರು	ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಸಚಿವರು

ಕ್ರ.ಸಂ	ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಅ)	ಬೀದರ್ ಜಿಲ್ಲೆಯಲ್ಲಿ ಎಷ್ಟು ಗಣಿ ಕೈಗಾರಿಕೆಗಳಿಗೆ ಅನುಮತಿ ನೀಡಲಾಗಿದೆ ಹಾಗೂ ಯಾವ ಅವಧಿಯವರೆಗೆ ಅನುಮತಿ ನೀಡಲಾಗಿದೆ: (ಸಂಪೂರ್ಣ ವಿವರ ನೀಡುವುದು)	ಬೀದರ್ ಜಿಲ್ಲೆಯಲ್ಲಿ ಕಟ್ಟಡ ಕಲ್ಲು (ಬಸಾಲ್ಟ್) ಗಣಿಗಾರಿಕೆಗಾಗಿ ಒಟ್ಟು 29 ಕಲ್ಲುಗಣಿ ಲೈಸೆನ್ಸ್ ಗಳನ್ನು ಮಂಜೂರು ಮಾಡಲಾಗಿರುತ್ತದೆ. ವಿವರಗಳನ್ನು **ಅನುಬಂಧ-01ರಲ್ಲಿ** ನೀಡಲಾಗಿದೆ.
ಆ)	ಸದರಿ ಗಣಿ ಕೈಗಾರಿಕೆಗಳಲ್ಲಿ ಪ್ರಸ್ತುತ ಎಷ್ಟು ಕೈಗಾರಿಕೆಗಳು ಕಾರ್ಯ ನಿರ್ವಹಿಸುತ್ತಿವೆ ಹಾಗೂ ಎಷ್ಟು ಸ್ಥಗಿತಗೊಂಡಿರುತ್ತವೆ: ಸ್ಥಗಿತಗೊಂಡಿರುವುದಕ್ಕೆ ಕಾರಣಗಳೇನು:	ಬೀದರ್ ಜಿಲ್ಲೆಯಲ್ಲಿ ಒಟ್ಟು 28 ಕಲ್ಲುಗಣಿ ಲೈಸೆನ್ಸ್ ಗಳ ಪ್ರದೇಶದಲ್ಲಿ ಗಣಿ ಚಟುವಟಿಕೆಗಳು ನಡೆಯುತ್ತಿದ್ದು, ಒಂದು ಕಲ್ಲುಗಣಿ ಲೈಸೆನ್ಸ್ ಪ್ರದೇಶದಲ್ಲಿ ಗಣಿಗಾರಿಕೆ ಸ್ಥಗಿತಗೊಂಡಿದೆ. M/s. ELSAMEX MAINTENANCE SERVICESS LIMITED ಕಂಪನಿಯವರಿಗೆ ಬೀದರ್ ನಿಂದ ಹುಮ್ನಾಬಾದ್ NH-50 ರಸ್ತೆ ಕಾಮಗಾರಿ ನಿರ್ವಹಣೆಗಾಗಿ ಕಲ್ಲುಗಣಿ ಗುತ್ತಿಗೆ ಸಂಖ್ಯೆ 33ನ್ನು ಮಂಜೂರು ಮಾಡಲಾಗಿತ್ತು. ರಾಷ್ಟ್ರೀಯ ಹೆದ್ದಾರಿ ಪ್ರಾಧಿಕಾರ ಮತ್ತು ಗುತ್ತಿಗೆದಾರರ ಒಡಂಬಡಿಕೆಯನ್ನು ಮುಕ್ತಾಯಗೊಳಿಸಿದ ಕಾರಣ ಸದರಿ ಪ್ರದೇಶದಲ್ಲಿ ಕಲ್ಲುಗಣಿಗಾರಿಕೆ ಸ್ಥಗಿತಗೊಂಡಿರುತ್ತದೆ.
ಇ)	ಹೊಸದಾಗಿ ಪ್ರಾರಂಭಿಸುವ ಗಣಿ ಕೈಗಾರಿಕೆಗಳಿಗೆ ಯಾವ ಮಾನದಂಡಗಳನ್ವಯ ಅನುಮತಿ ನೀಡಲಾಗುವುದು ಮತ್ತು ಅವುಗಳಿಗೆ ವಿಧಿಸುವ ಷರತ್ತುಗಳೇನು? (ಅಗತ್ಯ ದಾಖಲಾತಿಗಳೊಂದಿಗೆ ಸಂಪೂರ್ಣ ಮಾಹಿತಿ ನೀಡುವುದು)	ಕರ್ನಾಟಕ ಉಪಖನಿಜ ರಿಯಾಯಿತಿ (ತಿದ್ದುಪಡಿ) ನಿಯಮಗಳು, 2016 ರಂತೆ ಸರ್ಕಾರಿ ಜಮೀನುಗಳಲ್ಲಿ ಉಪಖನಿಜ ಗಣಿ ಗುತ್ತಿಗೆಗಳನ್ನು ಹರಾಜು ಮೂಲಕ ಮಂಜೂರು ಮಾಡಬೇಕು ಮತ್ತು ಪಟ್ಟಾ ಜಮೀನುಗಳಲ್ಲಿ ಲಭ್ಯವಿರುವ ಖನಿಜವನ್ನು ತೆಗೆಯಲು ಪಟ್ಟಾದಾರರಿಗೆ ಅಥವಾ ಪಟ್ಟಾದಾರರು ಒಪ್ಪಿಗೆ ನೀಡುವ ವ್ಯಕ್ತಿಗಳಿಗೆ ಕಲ್ಲುಗಣಿಗಾರಿಕೆಗೆ ಲೈಸೆನ್ಸ್ ನೀಡಲಾಗುತ್ತಿದೆ. ಕಲ್ಲುಗಣಿಗಾರಿಕೆಗೆ ಲೈಸೆನ್ಸ್ ನೀಡಲು ಮೇಲಿನ ನಿಯಮ 16 ರಂತೆ ಕಲ್ಲುಗಣಿ ಗುತ್ತಿಗೆ ಮಂಜೂರು ಮಾಡಿ ನಮೂನೆ-ಇ ರಲ್ಲಿ ಕರಾರು ಪುಸ್ತಕವನ್ನು ಅಮಲ್ಜಾರಿ ಮಾಡಲಾಗುತ್ತದೆ. ನಮೂನೆ-ಇ ರಲ್ಲಿನ ಮುಖ್ಯ ಷರತ್ತುಗಳು ಕೆಳಕಂಡಂತಿವೆ. **THE COVENANTS OF THE LESSEES/LICENSEES** 1. Lessees to pay rents, royalties.

		2. To maintain and keep boundary marks in good order. 3. To commence operations within a year and work in a workman like manner. 4. To indemnify Government against all claims. 5. To secure and keep in good condition pits shafts etc., 6. To strengthen and support the quarry to necessary extent. 7. The lessee/licensee shall submit from time to time or when required, progress reports to the Director of Mines and Geology, along with analysis and representative samples of the minerals collected during the quarrying operations as also the periodical returns prescribed in the said Rules or in the manner prescribed by him from time to time. 8. To allow inspection of working. 9. To report accidents. 10. To report discovery of other minerals. 11. To maintain plans etc., 12. To abide by the provisions of the laws in force in respect of labour welfare, safety measures, ecology and environment. 13. Notice for use of explosives, etc: 14. Government indemnified from paying compensation for in-jury to third parties. 15. Not to obstruct working of other minerals. 16. Lessee shall deposit any additional amount necessary equal to the security deposit. 17. Right of pre-emption. 18. Not to light fire in Forest Areas. 19. No right over produce other than minerals ores mentioned in the lease/ license.

ಕಡತ ಸಂಖ್ಯೆ: ಸಿಐ 455 ಎಂಎಂಎನ್ 2020

(ಸಿ.ಸಿ. ಪಾಟೀಲ)
ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಸಚಿವರು

ಸಿ.ಸಿ. ಪಾಟೀಲ
ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಸಚಿವರು

ಬೀದರ ಜಿಲ್ಲೆಯಲ್ಲಿ ಚಾಲ್ತಿಯಲ್ಲಿರುವ ಕಲ್ಲುಗಣಿ ಗುತ್ತಿಗೆಗಳ ವಿವರ

ಅನುಬಂಧ-1

ಕ್ರ ಸಂ.	ಕಲ್ಲುಗಣಿ ಮಾಲೀಕರ ಹೆಸರು	ತಾಲ್ಲೂಕು	ಗ್ರಾಮ	ಖನಿಜ	ಸರ್ವೆ ನಂ.	ಸರ್ಕಾರಿ/ ಪಟ್ಟಾ	ವಿಸ್ತೀರ್ಣ ಎಕರೆಗಳಲ್ಲಿ	ಲೈಸನ್ಸ್ ನೀಡಿದ ದಿನಾಂಕ	ಅವಧಿ (ವರ್ಷ)
1	2	3	4	5	6	7	8	10	11
1	ಶ್ರೀ ಎಂ.ಡಿ ರಸೂಲಸಾಬ ತಂದೆ ಬಂದೆಅಲಿಸಾಬ	ಬಸವಕಲ್ಯಾಣ	ಮುಡಬಿ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	48/3	ಪಟ್ಟಾ	2-00	18-01-2016	20
2	ಶ್ರೀ ಅಹೆಮದ್ ಹುಸೇನ್ ತಂದೆ ರಹೇಮಾನಸಾಬ	ಬಸವಕಲ್ಯಾಣ	ಮುಡಬಿ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	19/5	ಪಟ್ಟಾ	1-00	20-05-2016	10
3	ಶ್ರೀ ಅಭಿಶೇಕ ಪಾಟೀಲ್ ತಂದೆ ರಾಜಶೇಖರ ಪಾಟೀಲ್	ಹುಮನಾಬಾದ	ಕಲ್ಲೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	216/2	ಪಟ್ಟಾ	2-12	30-03-2017	10
4	ಮೇ॥ ಡಿ.ಪಿ ಜೈನ್ & ಕಂಪನಿ	ಬೀದರ	ಚೌಳಿ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	48/4 & 48/5	ಪಟ್ಟಾ	6-00	21-03-2018	5
5	ಮೇ॥ ಎಲ್ಲಾಮೇಕ್ಸ್ ಮೆಂಟೆನೆನ್ಸ್ & ಸರ್ವಿಸಸ್	ಭಾಲ್ಕಿ	ಹಾಲಹಳ್ಳಿ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	40/4, 40/5 & 40/6 (ಭಾಗ)	ಪಟ್ಟಾ	6-10	04-04-2018	5
6	ಶ್ರೀ ಸೂರ್ಯಕಾಂತ ತಂದೆ ಗಣಪತರಾವ ಅಲಮಾಜೆ	ಔರಾದ	ಕಪ್ಪಿಕೇರಿ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	16/2	ಪಟ್ಟಾ	4-00	08-08-2018	20
7	ಶ್ರೀ ಹಣಮಂತ.ಎಸ್. ಖುಬಾ	ಔರಾದ	ರಕ್ಷಾಳ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	29/4	ಪಟ್ಟಾ	1-20	31.10.2018	20
8	ಮೇ॥ ಶಾರದಾ ಕನ್ಸ್ಟ್ರಕ್ಷನ್ಸ್ & ಪ್ರೈ.ಲೀ	ಭಾಲ್ಕಿ	ಹುಪಳಾ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	143/3 & 144/6	ಪಟ್ಟಾ	4-00	5.11.2018	20
9	ಶ್ರೀಮತಿ ಮಲ್ಲಮ್ಮಾ ಗಂಡ ಶರಣರೆಡ್ಡಿ	ಹುಮನಾಬಾದ	ಕಲ್ಲೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	241/2	ಪಟ್ಟಾ	1-00	23.11.2018	10
10	ಮೇ॥ ಮೇಹುಲ್ ಕನ್ಟ್ರಕ್ಷನ್ಸ್ ಕಂ ಪ್ರೈ ಲೀ	ಭಾಲ್ಕಿ	ಕೇರೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	67/3	ಪಟ್ಟಾ	3-00	30.11.2018	5
11	ಶ್ರೀ ಪ್ರಭುರೆಡ್ಡಿ ತಂದೆ ರಾಮರೆಡ್ಡಿ ಸಾ: ಹುಮನಾಬಾದ	ಹುಮನಾಬಾದ	ಮುಸ್ತಾಪೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	47/2	ಪಟ್ಟಾ	1-00	29.12.2018	10
12	ಶ್ರೀ ಪ್ರಭುರಾವ ಕೋಟಾರ್ಕಿ ಸಾ: ಹುಮನಾಬಾದ	ಬೀದರ	ಕಪಲಾಪೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	29/7	ಪಟ್ಟಾ	2-00	08.03.2019	10
13	ಶ್ರೀ ವೈಜಿನಾಥ ಎಸ್.ಕೋರಿ	ಬೀದರ	ಹಮೀಲಾಪೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	15/3	ಪಟ್ಟಾ	1-00	08.03.2019	10
14	ಮೇ॥ ಶಾರದಾ ಕನ್ಸ್ಟ್ರಕ್ಷನ್ಸ್ & ಪ್ರೈ.ಲೀ	ಭಾಲ್ಕಿ	ಹುಪಳಾ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	143/5	ಪಟ್ಟಾ	1-30	08.07.2019	10

ಕ್ರ ಸಂ.	ಕಲ್ಲುಗಣಿ ಮಾಲೀಕರ ಹೆಸರು	ತಾಲ್ಲೂಕು	ಗ್ರಾಮ	ಖನಿಜ	ಸರ್ವೆ ನಂ.	ಸರ್ಕಾರಿ/ ಪಟ್ಟಾ	ವಿಸ್ತೀರ್ಣ ಎಕರೆಗಳಲ್ಲಿ	ಲೈಸನ್ಸ್ ನೀಡಿದ ದಿನಾಂಕ	ಅವಧಿ (ವರ್ಷ)
1	2	3	4	5	6	7	8	10	11
15	ಮೇ॥ ಶಾರದಾ ಕನ್‌ಸ್ಟ್ರಕ್ಷನ್ಸ್ & ಪ್ರೈ.ಲೀ	ಭಾಲ್ಕಿ	ಹುಪಳಾ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	143/*/2 & 143/*/4	ಪಟ್ಟಾ	6-10	08.07.2019	20
16	ಶ್ರೀ ನಾಸೀರ್‌ಖಾನ್ ತಂದೆ ಮೋದಿನ್ ಖಾನ್	ಬೀದರ	ಇಮಾಮಬಾದ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	57/2	ಪಟ್ಟಾ	2-00	19.07.2019	10
17	ಶ್ರೀ ಮಹ್ಮದ ತಾಜೋದ್ದಿನ್ ತಂದೆ ಎಂ.ಡಿ ಹುಸೇನ್	ಬೀದರ	ಮರಖಲ್	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	197/1	ಪಟ್ಟಾ	1-00	19.07.2019	10
18	ಶ್ರೀ ನಾಗನಾಥರಾವ ತಂದೆ ಭಗವಾನರಾವ್ ನಾಗರೇ	ಬೀದರ	ಮರಖಲ್	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	27/1/2/1	ಪಟ್ಟಾ	1-00	19.07.2019	5
19	ಶ್ರೀ ಸಂತೋಷಪಾಟೀಲ್ ತಂದೆ ನಾಗಭೂಷಣ ಪಾಟೀಲ್	ಹುಮನಾಬಾದ	ಕಲ್ಲೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	216/5	ಪಟ್ಟಾ	1-11	29.07.2019	10
20	ಶ್ರೀ ಶ್ರೀನಿವಾಸರಾವ ತಂದೆ ಮಾಧವರಾವ ಕಾಳೆ	ಹುಮನಾಬಾದ	ಕಲ್ಲೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	220/3	ಪಟ್ಟಾ	1-00	29.07.2019	10
21	ಶ್ರೀ ಶರಣಪ್ಪಾ ಪಾಟೀಲ ತಂದೆ ನಾಗಭೂಷಣ ಪಾಟೀಲ್	ಹುಮನಾಬಾದ	ಮುಸ್ತಾಪೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	102/4	ಪಟ್ಟಾ	2-00	29.07.2019	20
22	ಶ್ರೀ ಮನೋಜ ಗಾವಳಕರ ತಂದೆ ಲಕ್ಷ್ಮಣರಾವ	ಹುಮನಾಬಾದ	ಮುಸ್ತಾಪೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	65/3	ಪಟ್ಟಾ	1-00	05.08.2019	10
23	ಶ್ರೀ ಸಂಗಮೇಶ ತಂದೆ ನಾಗಪ್ಪಾ ಹಾಲಂಗೆ	ಭಾಲ್ಕಿ	ತೇಗಂಪೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	36/2	ಪಟ್ಟಾ	3-00	17.06.2020	20
24	ಶ್ರೀ ರಿಯಾಜ್ ತಂದೆ ಮುಕುಬುಲ್ ಅಹೆಮದ್	ಭಾಲ್ಕಿ	ಖುದಾವಂದಪೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	35/3	ಪಟ್ಟಾ	1-00	09-07-2020	10
25	ಶ್ರೀ ಮಲ್ಲಿಕಾರ್ಜುನ ಎಂ.ಸ್ವಾಮಿ	ಭಾಲ್ಕಿ	ಕೊಟಗ್ಯಾಳ ವಾಡಿ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	63/9	ಪಟ್ಟಾ	1-00	14-07-2020	10
26	ಶ್ರೀ ನರಸಿಂಗ್ ತಂದೆ ಅಂಗದರಾವ ತಾಂಬೊಳೆ	ಭಾಲ್ಕಿ	ಜಮಖಂಡಿ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	51/1	ಪಟ್ಟಾ	2-00	06-08-2020	10
27	ಶ್ರೀ ಪ್ರಕಾಶ ತಂದೆ ಗುರಪ್ಪಾ ಟೋಣ್ಣೆ	ಕಮಲನಗರ	ಕಮಲನಗರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	191/5	ಪಟ್ಟಾ	3-00	11-08-2020	20
28	ಶ್ರೀಮತಿ ಜ್ಯೋತಿ ಗಂಡ ನಂದಕುಮಾರ ನಾಗಮಾರಪಳ್ಳಿ	ಔರಾದ	ಚಿಂತಾಕಿ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	250/3	ಪಟ್ಟಾ	2-00	27.08.2020	20
29	ಶ್ರೀ ಜಗದೀಶ ತಂದೆ ಗಣಪತರಾವ ಖೂಬಾ	ಬೀದರ	ಖಾನಜಮಾಲಪೂರ	ಕಟ್ಟಡ ಕಲ್ಲು (ಟ್ರಾಪ್)	7/2	ಪಟ್ಟಾ	2-15	05-09-2020	20

Deputy Director (Min. Admn)
Dept. of Mines & Geology
Bangalore-560001

ಅನುಬಂಧ-೦೨



GOVERNMENT OF KARNATAKA

DEPARTMENT OF MINES & GEOLOGY

QUARRYING LEASE / LICENCE DEED

(FORM-E)

Quarrying Lease / Licence No..

Name Of Lessee / Licencee...

Date Of Grant...

Period...

Mineral...

GOVERNMENT OF KARNATAKA

FORM-E

QUARRYING LEASE/QUARRYING LICENCE

(Specified Minor Mineral/Non-Specified Minor Mineral)

The INDENTURE made this ....day of ....200 BETWEEN THE GOVERNOR OF KARNATAKA. (Hereinafter referred as the "State Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the one part and when the lessee/licensee is an individual.

(1)-(1) When the lessee/licensee in an individual :

1. (Name of the Person)..of (Address and occupation) ....(hereinafter referred to as "the lessee/licensee" which expression shall, where the context so admits. be deemed to include his heirs, executors, administrators,rerpresentative and permitted assigns)

(2)-(2) When the lessees/licensees are more than one individual

1. (Name of the person)...of (Adress and occupation) ....and (Name of Person) ....of (Address and occupation)..................................of address and occupation ....and (2) (Name of Person) ....(hereinafter referred to as "the lessee/ licensee" which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators, represention and other permitted assigns).

(3)-(3) When the lessees/licensee is a registered firm or Syndicate

2. (and (3) (Name of person) ....and (Name of Person) ....of (address)...........................and (Name of Person) ....of (address)...........................all carrying on business in partnership at (address of the firm or syndicate) ....registered under (Act which registered) ....(hereinafter referred to as "the lessee/ licensee" which expression shall, when the context so admits, be deemed to include all the partners of the said firm their representative, heirs, executors, administrators and permitted assigns).

(4)-(4) The lessee/licensee is a registered company:

(3) and (4) (Name of Company)... a company registered under (Act under which incorporated)... and having its registered office at (address) .... (hereinafter referred to as "The lessee / licensee" which expression shall, where the context so admits. be deemed to include its successors and permitted assigns), (4) of the other part.

WHEREAS The lessee / licensee has / have applied to the Competent Authority concerned in accordance with the Karnataka Minor Mineral Concession Rules 1994, (hereinafter referred to as the said Rules) for a quarrying lease / quarrying licence for .... in respect of the lands described in part 1 of the Schedule hereunder written and has / have deposited with the State Government the sum of Rs. ....as security. AND WHEREAS the Competent Authority. Dept. of mines and Geology has communicated his approval to the grant of this lease / licence.

NOW THIS LEASE WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of " lessees / licensees' to be paid observed and performed the State Government hereby grants and demises up to "the lessee/licensee" comes all those the quarries/mines/strata/veins/streams and beds of .... (here state the minerals) hereinafter and in the Scheduled refers to as the Said minerals situated, lying and being in or under the lands which are refered to in Part I of the said Schedule, together with the liberties, powers and privileges to be exercised or (enjoyed in connection herewith which are mentioned in part II of the Schedule subject to restrictions and conditions as to the exercise and enjoyment of such liberties. powers and previlages which are mentioned in Part II of the said Schedule EXCEPT and reserving out are the demise upto the State Government the liberties, powers and privileges mentioned in PART IV of the said Schedule TO HOLD the premises hereby granted and demised upto "the lessees/ licensees from the ....day of .... 200 .... for the term of .... years hence next ensure YIELDING AND PAYING of upto the State Government the several rents and royalties mentioned in the part V of the said Schedule at the respective times herein specified subject to the provision contained in PART VI of the Schedule and the lessee / Lessees / Licensee/ Licensees hereby / covenant / covenants with the State Government as in PART VII of the said schedule expressed and the State Government hereby covenants with the lessee/ lessees in Part VIII of the Schedule is expressed AND it is hereby mutually agreed between the parties hereto as in PART IX of the said Schedule is expressed.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.

The Schedule above referred to

PART I

THE AREA OF THIS LEASE / LICENCE

LOCATION AND AREA OF THE LEASE / LICENCE

All the tract of lands situated ....(Village/town) description of area or areas) .... in (Mahal/ taluk) in ....the Registration District ....Sub-district ....and District ....(bearing S.Nos./ F.S. NOS/Forest Coup Nos)...Containing an area of ....thereabouts delineated in plan hereto annexed and there on coloured ....and bounded as follows:

on the North by

on the South by

on the East by

and On the West of

hereinafter referred to "the said lands"

PART II

LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED AND ENJOYED

BY

THE LESSEES/LICENSEES SUBJECT TO THE RESTRICTIONS AND

CONDITIONS

IN PART III

1. To enter upon land and search for mine work etc.,

Liberty and power at all times during the term hereby demised to enter upon said lands and to search for mine, quarry, bore, dig, drill for win, work, dress, process, convert,carry away and dispose of the said mineral, minerals.

2. To sink, drive and make pits shafts and inclines etc.,

liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain and use in the said lands any pits, shafts, inclines, drifts, levels, water ways and other works.

3. To bring and use machinery, equipment, etc.,

Liberty and power for or in connection with any of the purposes mentioned in this to erect, construct and maintain and use on or under the said lands any engines, machinery plant dressing floors furnaces, coke ovens, brick- kilns work-shops, store-houses, bungalows, godowns, sheds and other Buildings and other works and conveniences of the like nature or under said lands,

4. To make roads and ways etc., and use existing roads and ways.

Liberty and power for or in connections with any of the purposes mentioned in this part to make any tramways, railways roads and other ways in or over the said lands and to use, maintain and go and repass with or wihout horses, cattle, wagons, locomotives or other vehicles over the same (or any existing tramways, railways, road and other ways in a (over the said lands) on such conditions may be agreed to.

5. To get building and road materials etc.,

5. **Liberty and powers** for or in connections with any of the **purposes mentioned** in this part to quarry and get, ordinary Building stone and gravel and other building and road materials (except that of specified minor minerals) and ordinary clay and to use and employ the same and to manufacture such ordinary clay into bricks or tiles and to use such bricks or tiles but not to sell any such material, bricks or tiles on payments or royalties prescribed in the said rules.

(Bracketed portion to be deleted in cases the lease/licence in for specified minor mineral).

6. To use water from streams etc.,

Liberty and power for in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessee/ licensee and with the written permission .... (any officer authorised by the State Government in that behalf) to appropriate use of water from any streams, water-courses, springs or other sources in or upon the said lands and divert, step up or dam any such streams or water-course and collect or impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not as to deprive any cultivated lands, villages, building, or watering places for livestock of a reasonable supply or water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessee/licensee shall not interfere with the navigation in any navigable streams, nor shall divert such streams, without the previous written permission of the State Government.

7. To use for stacking heaping or depositing purposes

Liberty and power to enter upon and use a sufficient part of surface of said lands for the purpose of stacking, heaping thereon any produce of the mines, quarries or works carried on and any equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

8. Benefication and carrying away

Liberty and power to enter upon and use a sufficient part of the said land to benificiate, process, dress convert the said Minerals, produced from the said lands and to carry away such benificiated/processed, dressed, converted mineral/minerals.

9. To clear brush-wood and to fell utilise trees etc.

Liberty and power for or in connection with any of the purpose mentioned in this part to fell and use any timber or trees or brush wood now standing which hereafter may be standing upon the reserved forest land, included within said lands, provided that not more than .... square metres or such reserved forest land shall be cleared in any one year nor the same place of tender than once in every year and provided that, the previous permission in writing from the Forest Department and forest Department is obtained which permission shall be granted by the Forest Department under time to time for an area, not exceeding .... acres at a time on written application of the lessees/licensees to the effect that the lessees/licensees requires/ require the additional area for bona fide also immediate extention of quarrying operation under this lease/ licence and provided also that the exercice of the liberty and power expressed in this clause shall be subject to the observance of the terms and conditions contained in the other part of this schedule.

PART III

RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES POWER AND PRIVILEGES IN PART II

1. No building etc., upon certain places.

No building or thing shall be erected, set up, placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place with the State government may determine as public ground nor in such manner as to injure or prejudicially affect any building work, property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Government for works or purposes not included in this lease/licence. They shall also not interfere with any right of away, well or tank.

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2. permission for surface operations in a land not already in use:

Before using for surface operations any land which has not already been used for such operations the lessee/licensee shall give to the Competent Authority, sixty days previous notice in writing specifying the name or other designation of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be used if objection is issued by the competent authority within one month after the receipt by him of such notice unless the objections so stated shall on references to the State Government be annulled or waived.

3. To cut trees in the unreserved lands.

(a) The lessee/licensee shall not cut or injure any tree in the leased/licenced areas without the previous sanction in writing of the Competent Authority.

(b) Notwithstanding anything contained in sub-clause (a) the lessee/ licensee shall not cut or injure any tree in leased/ licensed area falling within reserved/protected forest without the previous permission in writing from the Forest Department or the Office authorised by the Forest Department in this behalf.

4. Permission for surface operations in a land not already in use:

Save as provided in clause 9 part II of this schedule, the lessees/licensees shall not without the previous sanction from the Forest Department cutdown or injure any timber or trees on the said but, may, without such sanction clear away any brush-wood or under-growth which interferes with any operations authorised by these presents and notwithstanding anything contained in this shedule shall not enter upon any reserved forest included in the said lands without seven days previous notice in writing to the Forest Department or the officer authorised by the Forest Department.

5. No mining operations within 50 meters of public works etc.

The lessee/licensee shall not work or carry on allow to be worked or carried on any quarrying operations at or to any point within a distance of 50 meters if no blasting is involved from the boundary of any railway line except with the previous written permission of the Railway administrative concerned or from the boundaries or reservoir canal, hightention electric line or other public works. or buildings or inhabited site except with the previous permission of Government or any other officer authorised by the Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions and either general or special which may be attached to such permission. The said distances of 50 metres or 200 metres shall be measured in the case of railway Reservior or canal horizontally from the outer to of the bank of the outer edge of the cutting as the case may be and of building horizontally from the plinth therof.

6. Facilities for adjoining Government licences and leases

The lessee/licensee shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/ licensee reasonable facilities of access thereto. Provided that no substantial hindrance or interfernce shall be caused by such holder of licences or leases to the operations of the lessee/licensee under these presents and the lessee/licensee shall be entitled to compensation as may be mutually agreed upon between the lessee/licensee and such holders and in events of disagreement such fair compensation may be determined by the Competent Authority or any other officer authorised by the State Government in respect of all loss or damage sustained by the lessee/ licensee by reason of or the exercise of this liberty.

7. if the said lands or part thereof are forest lands the lessees/ licensees shall take all steps to ease the slopes and restore top soil in lands worked out, exploited or mined and it shall be open to the Government to afforest such lands even during existence of the lease.

PART IV

LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT

1. To work other minerals.

Liberty and power for the State Government or any lessee/licensee or persons authorised by it in that behalf to enter into and upon the said lands and to search for win, work, dig, get, raise, dress, process, convert and carry away any minerals other than said minerals and any other substances and for those purposes to sink, drive, make erect, construct, maintain and use such pits, shafts inclines drifts, levels and other lines, waterways, airways, water courses, drains reservoirs engines machinery. plant buildings canals, tramways, railways and other work and conveniences as may be deemed necessary or convenient. Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to with the liberties powers and privileges of the lessee/licensee under these presents and that the lessee/licensee shall be entitled to such fair compensation as may be mutually agree upon or in the event or disagreement as may be determined by the Competent Authority appointed by the State Goverment in respect of all loss or damage sustained by the lessee/licensee by reason or in consequences. of the exercise of such liberty and power.

2. To make railways and roads.

Liberty and power to the State Government or Central Government of construct any road, railways or canal reservoir or to carry electric or telephone lines in or over the lands under the lease/licence is reserved.

Provided that before such liberty or power is exercised a notice of not less than thirty

days shall be given to the lessee/licensee and the area utilised by the Govt nment for any of the aforesaid purpose shall be excluded from the area under the lease/ licence and will not be entitled to claim any compensation for such exclusion.

3. Liberty and power to the State Government to determine, at any time by giving to the lessee/licensee a notice in writing the lease /licence if the area for which the lease/licence has been granted or any part therof is required by the State Government for any public purpose and a declaration under the signature of the Director that the area, or as the case may be, the part of the area is so required shall, as between the lessee/licensee and the Government, be conclusive.

On the determination of the lease/licence under this power the area under the lease/ licence shall be resumed by the Government and the lessee/licensee shall be paid such compensation as may be determined by an officer appointed by the Government for the purpose and in assessing the amount of compensation, the officer so appointed shall be guided by the principles laid down in the Acquisition Act, 1894, for such assessment.

PART V

RENT AND ROYALTIES RESERVED BY THE LEASE

1. Rate and mode of payment of dead Rent

As from the day of .... 200 . during the subsitance of lease/licence, the lessee/licensee shall pay the dead rent in advance at Rs .... per Acre per annum as per Schedule I in accordance with Rules.

2. Rate of mode of payment of royalty

The lessee/licensee shall pay royalty in advance to Government in respect of minor minerals removed or consumed by him or his agent, manager employee, contractor or buyer at the rates prescribed Schedule 2 in accordance with the Rules

3. Mineral Despatch Permits.

The lessee/ licensee or his agents, managers, employees, contractors or buyers/ consumers shall not move the mineral quarried without obtaining valid Mineral despatch Permit (in short PERMIT) issued by the Competent. Authority may order for determination of the lease/licence with the prior approval of the Controlling Athority.

4. Penalty

Subject to the provision of clause (3) of this part, any lessee/licensee or his agents, managers, employees, contractors consumers or buyers contravening the above clause and transport mineral without valid PERMIT, such persons will be liable for penalty at 5 times of royalty,if any lessee/licensee or his agent etc., or buyers continue to indulge in such

offence the Competent Authority May order for determination of the lease/licence with the prior approval of the controlling Authority.

PART VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

1.Rent and Royalties to be free deduction etc.,

The rents and royalties in PART V of this Schedule shall be paid from any deductions the State Government at District- Sub Treasury at .... and in such manner as the Competent Authority may prescribe.

2. Mode of Computation of Royalty

For the purpose of computing the said royalties the lessee/licensee shall Keep a correct account of the mineral/ minerals actually produced from the quarries/ mines, Lands and despatched from the quarry and maintained stock, in the from prescribed by Government/ competent Authority. The lessee/ licensee shall also Keep a correct account of the number of persons employed therein and shall also maintained a complete set of plans and cross sections of the quarry and furnish to the Competent Authority concerned such imformation, reports and returns as required from time to time under these Rules together with representative samples of minerals and processed materials from the same obtained during the operations. The accounts as well as quantity (in volume or in weight as the case may be) of the mineral/minerals in stock or in the process of despatch from the quarry may be checked by any officer authorised by the State Govenment and or by the Competent Authority.

3. Course of action if rents and royalties are not paid in time.

Should the royalty and/or rent reserved and made payable by the lessee/licensee is not paid within thirty days after the date fixed in lease/licence for the payment of the same. State Government may enter upon the premises and restrain all or any of the mineral or beneficiated/processed or movable property there and may order the sale of the property to restrained or so much of it as will suffice of the satisfaction of the rent and royalties due, and all cost and expenses occasioned by the non-payment thereof.

3A. if the lessee or licence makes any default in the payment of royalty or dead rent payable under rule 26, the competent authority shall give notice to such lessee or licences, requiring him to pay the royalty or dead rent within sixty days from the date of receipt to the notice.failing which the competent authority may, without prejudice to any other action that may be taken against lessee or licence the lease or licensee or forfeit the whole or part of the Security Deposit.

4. Any rent,royalty tax fees, penalty or other sums due to Government under said Rules

of under this lease/licence shall be recovered as arrears of land revenue on the basis of certificate issued by the Competent Authority.

PART VII

THE COVENANTS OF THE LESSEES/LICENSEES

1. Lessees to pay rents, royalties.

(1). The lessee/ licensee shall pay the rents and royalties reserved by this lease/licence. at such times and in the manner provided in PART V and VI of these presents and also may and discharge all taxes, cesses, rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time charged, assessed or imposed by the authority of the State Govrnment upon or in respect of the premises and works of the lessee/lessee in common with other premises and works of alike nature except demands for land revenue.

2. To maintain and Keep boundary marks in good order.

The lessee/licensee shall at his own expense erect and at all times maintain and Keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease/licence. Such marks order and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identifications.

3. To commence operations within a year and work in a workman like manner

Unless the Competent Authority for good cause permits otherwise the lessee/licecsee shall commence operation within a year from the date of execution of the lease/licence and shall thereafter at all times during the continuance of this lease licence search for, win, work and develop the said minerals without voluntary intermission in proper skilful and workman like manner without doing or permitting to be done any unnecessary or avoidable damage the surface of the said lands or the crops, buildings or other property thereon. The lessee/ licensee shall prevent waste by removal of over burden careful storage of waste, drainage and removal of valuable minerals. For the purpose of this clause quarrying operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the quarry, The lessee/licensee shall not dump the overburden or waste rock or mineral on the workable deposit. if lessee/ licensee does not find suitable place to dump the waste mineral generated from the quarry within the leased/licenced area he may dump in nearly Government land obataining prior approval from Competent Authority writing.

4. To indemnify Government against all claims.

The lessee/licensee shall make and pay such reasonable compensation as may be assessed by lawful authority in accordance with the law in force on the Subject for all

damage, injury or disturbance which may be done by him in exercise of the powers granted by this lease/licence and shall indemnity and Keep indemnified fully and completely. State Government aganist all claims which may be made by any person in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

5. To secure and Keep in good condition pits shafts etc.,

The lessee/licensee shall during the substance of this lease/licence well and sufficiently secure and Keep open with timber or other durable means all pits shafts and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working in the said lands, except such as may be abondened accessible free from water and foul air as far as possible. The lessee/licensee shall also take adequate steps to ensure that:

(a) Height and widths of trenches in open quarries are properly maintained to facilitate easy removal of the mineral and the muck.

(b) The working faces are always Kept clean.

(c) The mineral and or benificiated, processed, dressed products there from won are staked in suitable dimensions and each such stock is numbered or marked in a manner prescribed by the Competent Authority

(d) The proper sanitation of the area leased/licenced to him maintained.

6. To strengthen and support the quarry to necessary extent.

The lessee/licensee shall strengthen and suport to the satisfaction of the Railways administration concerned or the State Government or any other Competent Autority controlling the provisions or the any law for the time being in force relating to the working of quarries and matters affecting safety health and labour matter as the case may be any part of the quarry which in its opinion requires such strengthening of suport for the safety of any railway, reservoirs, canal, road, high tension electric line and other public works or structures.

7. (1) The lessees/licensee shall submit from time to time or when required progress reports to the Director of Mines and Geology, along with analysis and representative sample of the minerals collected during the quarrying operations as also the periodical returns prescribed in the said Rules or in manner prescribed by him from time to time.

(2) The lessee/licensee shall submit to the Director of Mines and Geology. the Competent Authority and any other officer as may be specified by the Director of mines and Geology in the behalf, quarterly returns in FORM-Q and annual retruns in FORM.Y appended to the said rules, for each financial year ending 31st march, before the 30th April of the Succeeding year, and to allow inspection of working.

8. To allow inspection of working.

The lessee/licensee shall allow any officer authorised by the Central Government or the State Government or the Competent Authority or the Director of Mines and Geology under the Rules in the behalf to enter upon the premises including any building excavation or land comprised in the lease/licence for the purpose of inspecting, examining, surveying and making plans thereof. sampling and collecting any data and the lessee/licensee shall with proper person employed by the lessee/licensee and acquainted with the mine/quarry and works effectively assist such officer agents servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the quarry which they may reasonably require. Such officer may issue such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall be the duty of the lessee/licensee, his/ their agent/manager to carry out directions within such period as the officer may specify if the lessee/licensee, his/their agent or management fails to carryout such directions within the specified period, the Competent Authority may detemine the lease/licence or may impose a penalty not exceeding twice the amount of the annual dead rent.

9. To report accidents.

The lessee/licensee shall report all accidents to the Director of Mines and Geology the District magistrate and the District Superintendent of Police concerned, in case of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease/licence the lessee/licensee shall send a complete report without any delay of such an accident to the said officers.

10. To report discovery of other minerals.

Whenever the lessee/licensee shall find, in the said lands. any mineral other than the said mineral/minerals the lessee/licensee shall immediately report such discovery in writing to the Competent Authority with full particulars of the nature and position of each such find.

11. The lessee/licensee shall, at all times, during the said term Keep or cause to be Kept, at an officer to be situated upon or near the sid lands, correct and intelligable books of accounts which shall contain entries, showing from time to time.

(1) Quantity and quality of the said mineral/minerals realised from the said lands.

(2) Quantity of the various qualities of the said mineral/minerals beneficiated, processed or converted.

(3) Quantities of the various quantities of the said mineral/minerals sold at the quarry head or despatched to any mineral processing units, granite cutting and polishing

units within the country and quantity exported and the manner and purpose of such sale and disposal :

(4) Detail of royalty paid and PERMITS obtained.

(5) The prices and all other particulars of all sale of the said mineral/menerals;

(6) The number of persons employed in the mines or work or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the Competent Authority or the Director of Mines and Geology may from time to time require and shall also furnish of charge to such offices and at such times they may prescribe true and correct abstracts of all or any such books of accounts and shall at all reasonable times allow such officers or any officers at the State Government shall , in the behalf appoint, to enter into have free access to, for the purpose of examining and inspecting the said books of accounts and to make copies thereof and to make extracts there from.

12. To maintain plans etc.,

the lessee/licensee shall at all times during the said term maintain at the quarry officer correct, intelligible. Up-to-date and complete Contour and Geologoical plans and cross sections of the quarries in the said lands. They shall show all the operations, workings and all the trenches, pits and drilling made by the lessee/licensee in the course of operations carried on by him/them under the lease/licence. The lessee/licensee shall update such quarry plans and section at the end of each year or any period specified from time to time and the leseee/licensee shall furnish free of charge such plans sections and mineral specimens, to the Competent Authority whenever these required. Accurate records of trenches pits and drilling shall show:-

(a) The sub-soil and strata through which they pass.

(b) Any other minerals encountered.

(c) Any other mater of interest and all data required by the State Govenment the Competent Authority from time to time.

13. To abide by the Provisions of the laws in force in respect of labour welfare, safety measures, ecology and environment.

The lessee/licensee shall be bound by the provisions of law to abide by the provisions any laws for the time being in force of the laws in force in relating to ecology and environment, of the laws in force in the working of the quarries (Mines in respect of labour welfare and minerals) are matters affecting safety measures, ecology safety health and convenience of and environment. The lessee/licensee employees or the public. The lessee/ licensee shall abide by the conditions laid down in the payment of wages act 1936 (Central

Act No.IV of 1936). the Mines Act, 1952 (Central Act No. XXXV of 1952), the Indian Explosives Act, 1984 (Central Act IV of 1884) and the Water and Air (prevention and control of pollution) Act, 1974.

14. The lessee/licensee shall respect all existing rights of way, water and other basements and shall not carry on mining/quarrying or other operations under the said lease/licence in any way than as prescribed under the Rules.

15. Government indemnified from paying compensation for injury to third parties

The lessee/licensee shall make and pay responsible compensation for all damage, injury disturbance to person or property which may be caused by or on the part of lessee/licensee in excrcise of the liberties and power granted by these presents and shall at all times have harmless and kept indemnified the State Govenment from and againist all suits, claims and damages which my be brought or made by any person or persons in respect of any such damage, injury or disturbance.

16. Not to obstruct working of other minerals

The lessee/licensee will excercise the liberties and powers hereby granted in such a matter as to offer no unnecessary or reasonable avoidable obstructions or interruption to the development and working within the said lands of any minerals not included in this lease/licence and shall at all times afford to the Central and State Government and to the holder quarrying lease, of quarrying licence and prospecting licence or mining lease in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working. developing and quarrying away the same provided that the lessee/licensee shall have receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessee/licensee or holders of prospecting licences.

17. Lessee shall deposit any additional amount necessary equal to the security deposit

Whenever the security deposit as provided in the 9(1) and 2(1) of the said Rule or any part theereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Competent Authority pursuant to the power hereinafter deciared in that behalf the lessee/licensee shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of equal to the said full security deposit amount.

18. Delivery of working in good order to State Government after determination of lease

The lessee/licensee shall at the expiration or sooner determination of the said term or any renewal thereof deliver upto the State Government all mines, quarries, pits, shafts,

inclines, other works now existing or here after to be sunk or make on or under the said lands except such as have been abandoned with the sanction of the Competent Authority in an ordinary and fair cource of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the term were upon or under the such lands and all such machinery set up the lessee/licensee below ground level which cannot be removed without causing injury to the mines, quarries or works under the said lands (except such of the same may with the sanction of the Competent Authority) and all buildings and structure of bricks or stone erected by the lessee/licensee above ground level in good repaired order and condition and fit in all respects for further working of the said mines and the said minerals.

19. Right of pre-emption.

(a) The Government shall from time to time and all times during the said terms have right to be exercised by notice in writing to the lessee/licensee of pre-emption of the said minerals (and all products therefore lying in or upon the lands hereby demised or elsewhere under the control of the lessee/licensee shall with all possible expedition deliver all minerals or products of minerals purchased by the State Government under the power conferred by this provision be exercising the said right.

(b) In the events of the existence of State or War or emergency (of which existence the President of India shall be the sole judge and a notification to his effect in the Gazette of India shall be conclusive proof) the State Government with the consent of the Central Government shall from time to time and all times during the said term have right to be exercised by a notice in writing to the lessee/licensee shall forth with take possession and control of the works plant, machinery premises of the lessee/licensee on or in connection with the said lands or preparations under the lessee/licensee and during such possession or control the lessee/licensee shall confirm and obey all directions given by or on behalf of the Central or State Govenment regarding the use of employment of such works, plants premises and minerals, PROVIDED THAT after compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/licensee or all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this cause. The Government or the Competent Authority shall have the right to dispose of the minor mineral waste generated during the course of quarrying in accordance with the provision of Schedule 2.

20. Not to light fire in forest Areas

The lessee/licensee shall not light any fire upon the said lands if lying within the reserved forest except under such conditions as the Forest Department may in writting specify and the lessee/licensee and his/their workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity. The lessee/ licensee shall be liable for all damages resulting from fire caused by the act or omission of the lessee/licensee or his/ their employees and shall pay such compensation for Forest Department. The decision of the Forest Department as the amount of compensation payable by the lessee/licensee shall be final and binding on the lessee/licensee.

21. No right over produce other than minerals, ores mentioned in the lease/licence

(a) The lessee/licensee shall not remove any other produce except the minor mineral mentioned in this lease. The lessee/licensee shall without delay, report to the Competent Authority and the Director of Mines and Geology, the discovery in this areas, comprised in his/their lease/licence of any minerals not specified in the lease.

(b) If any mineral/s not specified in the lease/licence is/are discovered in the leased/licenced area he/they shall not win and dispose of such mineral/s, without obataining lease/licence therefore If he fails, they fail to apply for such lease/licence within three months from the discovery of the said mineral/ minerals, the Competent Authority may grant a lease/licence in respect of such mineral/minerals to any other person/persons in respect of such mineral/ minerals to any other person/persons.

(c) Without the prior permission of the Director of Mines and Geology the lessee/ licensee shall not use the minor minerals quarried under these rules for a purposes which will classify them as major minerals.

22 . The lessee/licensee shall make available to the Government of India beryl or any other "Substance prescribed" under Section of the Atomic Energy Act (Act XXIX of 1948) if they are found to occur in the said lands.

23. The State Government shall be immune from the lessee/licensee claims for damge and account or any having been included in this lease which may subsequently be discovered have not been available for the lease.

24. The lessee/licensee or his assignees shall not erect by building in contravention of the provisions of any law for the time being in force relating to the erection of buildings or in contravention of any order is issued by any officer or authority composed to issue such order any such law within whose jurisdiction the leased area is situated.

25. The lessee/licensee shall abide by such reasonable instructions and direction as may be issued by the Director of Mines and Geology from time to time regarding conservation and development of minerals.

26. The lessee/licensee shall minimise the air and water pollution keeping in view the local atmosphere/environment.

PART VIII

THE COVENANTS OF THE STATE GOVERNMENT

1. Lessee may hold and enjoy rights quietly

(1) Lessee/licensee paying the rents and royalties hereby resereved and observing and performing all the covenants and agreements herein contained and on the part of the lessee/licensee is to be observed and performed shall and may queitly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person rightfully claiming under it.

2. To renew

If the lessee/licensee be desirous of taking lease/licence of the premises here by demised or of any part of them for a further term on the expiry of the term hereby granted and if he/they give the Competent Authorty an application in writing twelve months before the expiry of the leasee/licences as prescribed in the said Rules and shall pay the rents and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/licensee to be observed and performed upto the expiration of the term hereby granted the Competent Authority will upon his/their executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee/licensee a reneval lease/licence of the said premises for the further term not exceeding the term of this lease/licence at such rents and royalties and no such terms and subject to such convenants and agreements including this present covenants to renew as shall be in accordance with the said Rules applicable to .... (name of minerals) on the day next following the expiration of the term hereby granted..

3. Liberty to surrender this lease/licence.

The lessee/licensee shall be at librety to surrender this lease/licence by giving notice of not less than three months in writing to the Competent Authority and no fresh liability shall accure to the lessee/licensee from the date of such surrender provided that all the Government dues on rents, royalties and taxes shall be declared off arising upon the date of surrender.

4. Refund of Security Deposit.

On such date as the competent Authority may within two months after the

determination to this lease or of any renewal therof, the amount of the security deposit paid in respect of the lease and then remaining deposit with the State Government and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the lessee/licensee. No interest shall run on the security deposit.

PART IX

GENERAL PROVISION

1. Breach of conditions.

In case of breach of any of the conditions of the lease other than mentioned in clause 2 and 3 of this part then the Competent Authority may require the lessee/licensee or his/ their assigns to pay penalty not exceeding an amount equivalent to twice the amount of the annual dead rent specified under clause I part V.

2. Obstruction to Inspection.

In case lessee/licensee or his/their assignees does/do not allow or obstruct entry or inspection by the Officers authorised by the State Govenment the Competent Authority may cancel the lease and forfiet the whole or part of the deposit made under Rule 9(1) and 21(1) of the said Rules.

3. In case lessee/licensee or his/their assignees commit any breach of any of the conditions specifies in the clauses sub rule (1) and (2) of rule 6 of the said Rule then and in any such case the Competent Authority shall give notice in writing to the lessee/licensee or his/thier or assignees as the case may be, asking him/them to remedy the breach within thirty days from the date of the notice and if the breach is not remedied within such period the Competent authority under the said Rules determine the lease provided that nothing therein contained shall debar the State Government from enforcing any other right or remedy that the State Government may have against the lessee/licensee or his/her assignees under any other provisions herein contained.

4. To pay penalty in case of breach.

In case of the breaches of the covenants and agreements by the lessee/licensee or any other officer authorised by the Government on which aforesaid notice has been given the Competent Authority under the said Rules in lieu of Giving notices, may impose such penalty appropriate in accordance with the sub-Rule (3) of Rule 6.

5. If the lessee/licensee ceases/cease to work the quarry for a continuous period of one year the lease/licence shall liable to cancellation as per the Rules.

Provided that the lease/licence shall not be cancelled. If the lessee/licensee are prevented from working the quarry owing to some reasonable cause or if the lessee/licensee ceases/ cease to work with prior permission of the Competent Authority.

6. **Interpretation.**

If there is any dispute rgarding their lease/licence or any other matter or thing, construction of a term or condition in the lease/licence anything connected with the quarries or minor minerals specified in this lease/licence or the working or nonworking of the quarry operated under the lease/licence, the amount of payment of royalty or dead rent or its mode of payment to the Competent Authority it shall be referred to the Government whose decision shall be final and binding on the lessee/licensee.

7. **Omitted.**

8. **Lessee/licensee to remove his properties on the expiry of lease.**

The lessee/licensee having first paid and discharged the rents and royalties payable by virtue of these presents may at the expiration or sooner determination of the said terms or within three months thereafter (unless the lease/icence shall be determined under clause 1 and 2 or this PART and in that case at any time not less than three calender months after such determination), take down remove for his own benefit all or any engines, machinery plant, building structures, tramways, railways other works erection and conveniences which may have been erected set up or placed by the lessee/licensee in or upon the said lands and which the lessee/licensee is /are bound to deliver to the State Govenment under clause 18 of PART VII of this Schedule and which the State Government shall not desire to purchase.

9. **Forfeiture of property left more than six months after determination of lease.**

If at the end of three months after the expiration or sooner determination of the said term or after the date from which after determination of lease any surrender by the lessee/ licensee of part under the provisions contained in Clause 3 of PART VII of this Schedule become effective there shall remain or upon the said land or the surrendered part or parts thereof the case may be any engine, machinery, plant, building, structures, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee/licensee in connetion with his/ their operations in these parts of the said lands which he/they has/have surrendered or in any other lands held by him/ them under quarrying lease the same shall not removed by the lessee/licensee within one calender month after notice in-writing requiring their removal has been to the lessee/ licensee by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay compensation or to the lessee/licensee in respect thereof.

10. **Service of notice.**

Every notice by these present required to be given to Service notice. The lessee/licensee shall be given in writing to such person resident on the purpose of receiving such notices

and if there shall have been no such appointment they every such notice shall be sent to the lessee/licensee by the registered post addressed to the lessee/licensee at the address recorded in this lease/licence or at such other address in India as the lessee/licensee may form time to time in writing to the State Govenment designate for the reeipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/licensee and shall not be questioned or challenged by him.

11. In respect of quarrying leases consisting of an area of five acres and more a quarrying plan containing the particulars specified in clause (c) shall be submitted by the lessee within six months from the date of grant of lease as per sub-rule 3(a) of Rule 18 of K.M.M.C. Rules 1994.

In Witness whereof these presents have executed in the manner here under apprising the day and year first above written.

Signed by

for and on behalf of the Governor of Karnataka in the presence of

1.

Signed by

for and on behalf of

in the presence of

1.

2.

ಮುದ್ರಕರು : ನಿರ್ದೇಶಕರು, ಮುದ್ರಣ, ಲೇಖನ ಸಾಮಗ್ರಿ ಮತ್ತು ಪ್ರಕಟನೆಗಳು, ಸರ್ಕಾರಿ ಕೇಂದ್ರ ಮುದ್ರಣಾಲಯ, ಬೆಂಗಳೂರು/ಕಾ.ಸೂ. 6533

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